

UPM Membership Application Form

I hereby apply for membership in the United Professors of Marin, AFT Local 1610

Date: _____

Name: _____

Street: _____

City: _____ State: _____ Zip: _____

Home Phone: () _____ Campus Ext.: _____

Social Security No.: _____ Department: _____

Please check appropriate boxes

- I am a Permanent credit or non-credit employee or leave replacement.
- I am a Temporary non-credit employee on the quarter system.
- I am a Temporary credit or non-credit employee on the semester system,

Return via campus mail to the UPM Office, Science Center, room 136

Just a thought...



The manager administers,
the leader innovates.
The manager maintains,
the leader develops.
The manager relies on systems,
the leader relies on people.
The manager counts on controls,
the leader counts on trust.
The manager does things right,
the leader does the right thing.

—Fortune Magazine



UNION NEWS

Your UPM Newsletter

Volume XXV
No. 10
October
2005

This Month in the News:

Ponderings.....	2
A Faculty Perspective.....	4
Book Fund.....	4
Treasurer's Report.....	5,6
UPM Staff 2005.....	7
PAC Deduction Form.....	7
UPM Membership.....	8



We Have a Contract!

AFTER A LENGTHY AND OFTEN BAFFLING PERIOD OF NEGOTIATIONS, FACULTY voted in favor of ratifying the 2004-2007 contract between UPM and the CoM District. Chief Negotiator, Paul Christensen, President Ira Lansing and the Bargaining Team were treated to a hearty round of applause and expressions of thanks at the general meeting, where members were given an overview of the new agreement before voting.

Here are some of the highlights, for those of you who missed the meeting:

Wages

Retroactive to July 2004, faculty will be receiving a 1% increase in pay. Salary schedules will also be increased 6% retroactive to July 2005. Salary schedules will again increase an additional 6% effective July 2006. In addition to this 13% increase, a bonus of 3%, retroactive to July 2004 will be dispersed in a separate bonus check. As well, savings from a retirement incentive from the previous contract will be distributed as a dollar amount across all 100 steps of the schedule. This amount is yet to be determined.

The substitute rate is now equal to the stipend rate (currently \$52.88), which will increase by the same aforementioned percentages. Non-credit hourly salary will also increase by the same percentages.

Temporary employee contracts, which are currently paid at 84% pro rata will increase to 90%, reetroactive to July 2005 and they will increase to 95% pro rata effective July 2006. ETCUMS employed prior to and including July 1, 2001 (when the highest step placement was 3) may now be reevaluated and placed as high as step 7. They may also use MCCD units earned since then to placed as high as step 14, but with no retroactive pay.

(Continued on Page 3)

Ponderings of the President

By Ira Lansing

The operation was a success, but the patient died.

THESE PARADOXICAL WORDS ARE familiar to all of us (hopefully, not from firsthand experience). We usually recognize them to mean that the technical intricacies of the medical procedure were accomplished, but because of other circumstances, the patient was unable to recover.

Negotiating a collective bargaining agreement can produce similar results—we have a final document that was mutually negotiated, but no one likes the outcome—the patient died, the results are not to one’s liking. With a contract the situation is a little trickier, believe it or not, than a medical operation. With a surgery, only the patient truly needs to be satisfied. Where a collective bargaining agreement is concerned, as in the case of UPM, as many as 400 “patients” need to be satisfied. And involved, with the multitude of different jobs and working conditions and contractual items, it will always be that someone will not be satisfied with something.

Over the years I have heard numerous complaints about different aspects of our contract. Sometimes UPM recognized *a priori* that what it was bargaining would not be as good for some as it could be for other members. Other times it was only after implementation that we could say there was an “oops,

that’s not what we meant,” or “we never anticipated that outcome”. Sometimes we are able to fix these with sidebars or correct them in future negotiations; sometimes we live with them. I am sure this just completed 2004-07 contract will produce a similar array of oopses or individual dissatisfaction.

In anticipation of one area of concern, let me address a specific item: the new academic calendar. Over two years ago the District proposed modifying our two 17-1/2 week semesters into two 16 week semesters. The total number of minutes for a class would not change, but there was the potential for the content of those minutes to be different. Specifically, final exams would no longer be a separate week of non-instruction. Tradeoffs in the new setup also included much less flex time and the possibility of Saturday assignments. A joint District-UPM committee reviewed the concepts, met with people from other colleges who had adopted this type of calendar, and then presented a variety of options to the membership. After considering a variety of options, the membership distilled it down to two choices—no change or change, but do not mess with the day and time arrangements for the courses. That is, don’t make a Tuesday/Thursday 9:40-11 class become 9:40-11:06. A mail ballot vote of the members was taken and a majority favored going with the change.

Continued on Page 3

The *Union Press* is published monthly and distributed to faculty mailboxes on both the Kentfield and Indian Valley campuses. Summer and intersession editions are mailed to each UPM member whose mailing address is current.

The Press is printed by members of CSEA.

The Editor of the *Press* invites members of the faculty to submit articles on topics of interest to union members, such as working conditions, safety, contract articles, and the like. Please submit articles to the Editor, *Union Press*, UPM. The UPM has a mailbox in the mailroom at the Kentfield Campus.

Letters to the Editor are encouraged. All letters should be signed and addressed to Editor, *Union Press*, UPM or emailed to comcarla@yahoo.com.

Editor: Carla Zilbersmith
Contributing Editor: Ira Lansing
Executive Secretary: Teresa Capaldo

Contacting the UPM

Office: Science Center 136
Mail: United Professors of Marin
PO Box 503
Kentfield, CA 94904
Phone: 415.459.1524
Extension: 7754
EMail: upm@marin.cc.ca.us
Web Site: www.marin.cc.ca.us/upm
Letters: comcarla@yahoo.com

UPM Staff and Committees

PRESIDENT

Ira Lansing

TREASURER

Theo Fung

BARGAINING TEAM

Paul Christensen (Chief Negotiator)

Hank Fearnley

Theo Fung

Arthur Lutz

Mike Ransom

GRIEVANCE OFFICER

Arthur Lutz

BUDGET MONITOR

Deborah Graham

PROFESSIONAL AFFAIRS COMMITTEE

Robert Kennedy

John Sutherland

UPMPAC TREASURER

Arthur Lutz

PROFESSIONAL STANDARDS COMMITTEE

Yolanda van-Ecke

SABBATICAL LEAVE COMMITTEE

Robert Kennedy

Sandy Handsher

Mike Ransom

Ed Essick

STAFF DEVELOPMENT COMMITTEE

Patricia O’Keefe

Ed Essick

CCC REPRESENTATIVE

Yolanda Bellisimo

WORKLOAD COMMITTEE

Carl Cox

Michael Ransom

HEALTH AND SAFETY COMMITTEE

George Hritz

Patrick Kelly

BAY 10 REPRESENTATIVE

Ed Essick

NORTH BAY LABOR COUNCIL REPRESENTATIVE

Carol Costa

EDITOR, UNION PRESS

Carla Zilbersmith

WEB MASTER

David Jones

UPM EXECUTIVE COMMITTEE

Ira Lansing

Paul Christensen

Carl Cox

Hank Fearnley

Mike Ransom

John Sutherland

Yolanda Van Ecke

Deborah Graham



The UPM PAC provides financial support to candidates and measures that support or benefit education in Marin County and the College of Marin in particular. If you would like to support the UPM-PAC with a monthly contribution, small or large, please fill out the form below and send it to the Payroll Office.

United Professors of Marin UPM—PAC PAYROLL DEDUCTION FORM

To: Payroll, College of Marin

Date: _____

I hereby authorize the Marin Community College to deduct from my earnings the sum of \$ _____ beginning in the month of _____, _____ (year), and each month thereafter, and to remit this sum to the United Professors of Marin PAC ID # 990958 until I revoke this authorization in writing.

Signature: _____ Address: _____

Print Name: _____ City: _____

SSN: _____ Zip: _____

Treasurer's Report

By Theo Fung

Account Balances As of 9/30/2005

Account	9/30/2005 Balance
Bank Accounts	
Legal defense savings	50,000.00
Checking	18,528.04
Legal defense fund	12,805.84
TOTAL Bank Accounts	81,333.88
Credit Card Accounts	
UPM Local 1610	0.00
TOTAL Credit Card Accounts	0.00
OVERALL TOTAL	81,333.88

More Ponderings

(Continued from Page 2)

If I had to guess, I would say that most people saw the near elimination of flex time (have you noticed the lack of attendance at even the mandatory, on-campus activities? Taking a sick day seems to be a more desirable option!), the later start date and earlier ending dates as appropriate trades for the possible need to modify course content or exams. Of course, not everyone would agree with this, and of course most of the objections came from within my own building and the science faculty. This sometime vocal minority felt quite put out at the possible loss of instructional minutes; there was already not enough time to do what they desired, now there may be even less! After all, didn't we all come here to teach or learn? Let us do that!

Well, when these grumblings became more noticeable there was a lively discussion among some UPM members about what might be some legitimate options and what could be done. (Actually, no one came directly to me or the Executive Council to complain, but e-mails to other people did surface and I did go talk with some of these faculty members. Future note: speak with your elected representatives first, please) What it amounted to was that in this operation, that specific artery had already been cut and stitched—the District offered, the membership authorized accep-

tance and the UPM bargaining team had agreed to the new academic calendar. Sure, you could reopen the issue, but the subsequent hemorrhaging may not be worth the attempt to satisfy a minority at this time. It would be better to observe how the situation evolves and if it becomes necessary to open it up again, then the membership can so direct their representatives.

Like many medical procedures where a risk is involved, contract negotiations also try to weigh and balance outcomes in the hope of achieving the most good for the most number of people. A majority approval of the document, which has happened with this 2004-07 contract, usually indicates that this objective has been accomplished. My personal hope is that while the operation may have been a success and the patient did not die, we have not left the patient crippled and in worse condition than before. But then, unlike some medical procedures, UPM can go in again and try and fix the problem. Maybe the best answer for all of this is to do whatever is possible to stay healthy!

Once the contract has been ratified by the Board of Trustees, I will present, to the best of my abilities, the details that will immediately affect all of us. Until then, stay alert, be informed and stay in touch.

More Contract

(Continued from Page 1)

The Children's Center salary schedule will increase by the same above percentages.

Working Conditions

ETCUMS may now use accrued sick leave for an illness that begins before the first class meeting and sick leave may now be used for an absence of up to six days for matters of "compelling importance."

A teaching load is 14-16 units per semester. A teaching unit for a lab shall never be more than 75 minutes and a lecture unit shall never be more than 50 minutes.

Effective fall 2006, we are now working within a shortened calendar of two 16 week semesters. Finals will be held at the discretion of the instructor and there will be one mandatory flex day each semester and no other flex obligations.

There are other items in the new agreement, which are not listed here. All in all, the new contract (which will you will receive through campus mail and which you will be able to view on line) is surprisingly favorable to faculty, especially given the fact that we were close to impasse at points during the negotiation process. There are still serious problems ahead for College of Marin, but perhaps this contract is an indication of what a united faculty can accomplish despite adverse circumstances.

A Faculty Perspective

Dear Ira,

Governor Schwarzenegger's November 8th "Special Election" has a number of Propositions which concern me, certainly the two Propositions dealing with education:

Proposition 74 (*Public School Teachers-Waiting Period for Permanent Status-Dismissal-State of California. Initiative Statute*), and **Proposition 76** (*State Spending and School Funding Limits-State of California. Initiative Constitutional Amendment*). While Proposition 74 does not deal with the issue of tenure for community college instructors, it affects my colleagues in the public school sector, and in good conscience I cannot support this measure, as the tenure period, as it currently exists, is two years and I believe that to be sufficient time to find an instructor's teaching to be of good quality or not, and I do not believe we need to extend the tenure period to five years. Proposition 76 would set "new limits" on state funding to public schools and community colleges, thus going against the existing provisions of Proposition 98, and this proposition would also grant the governor new powers to reduce state spending during certain fiscal situations. Even though I believe this proposition would not directly impact the College of Marin, as we are a *Basic Aid* district, it would impact the majority of public education institutions in the State of

California, and thus in good conscience I cannot support this proposition either. The one proposition that I urge you as President of our local AFT chapter (1610), and you as a member of the executive council of the United Professors of Marin (UPM) to publicly come out against, is the proposition which directly appears to be an attack on the California labor movement and its unions, **Proposition 75** (*Public Employee Union Dues. Restrictions on Political Contributions-Employee Consent Requirement, State of California. Initiative Statue*). My understanding of this proposition is that teachers' unions, nurses' unions and firefighters' unions would be asked to "play by different rules" than private corporations in the State of California. The proponents of this proposition state it provides protection to the various union members, but I believe the U.S. Supreme Court has already provided this protection, in that no public employee can be forced to join a union and contribute to politics. I believe that current law allows union members who disagree with their union's policies to be able to resign from the union and that unions, as a policy, allow their members to opt out of having their dues used for political purposes. I find it extremely ironic that Lew Uhler, president of the **National Tax limitation Committee**, a major proponent of this proposition, acknowledged that "he would not want his organization to be subject to the initiative. He also said that he did not believe that publicly traded corporations should have to obtain the permission of shareholders before expending company capital on political contributions." I would like to see the UPM come out

strongly against all three of these above-mentioned propositions.

Ron Gaiz

Editor's Note: Do you have a perspective you'd like to share? Please send your letters to comcarla@yahoo.com

Book Grant Fund

By Theo Fung

UPM donates each semester to the CoM Foundation/UPM Book Grant Fund for students in need.

UPM account beginning/ending balance as of June 30, 2005 = \$475.00

Fall 2005, 5 book grants awarded at \$125.00 each = 625.00 total

Names of those awarded:

1. Ashley Simpson
2. Martin Cunanan
3. Cody Ross
4. Ryan Walsh
5. Roxana Jahani

The COM Foundation Book Grant Voucher provides a space to write the fund name from which it should be taken. A copy of the voucher will be provided to you in your mailbox for your reference.

Treasurer's Report

By Theo Fung

Cash Flow
7/1/2005 through 9/30/2005

Category Description	7/1/2005-9/30/2005	% of Total
INFLOWS		
Uncategorized	0.00	0%
Dues and Assessment	40,467.25	83.11%
CFT/AFT Grants	7,278.02	14.95%
Legal Defense Fund Acct	870.75	1.79%
Interest Income	73.83	0.15%
TOTAL INFLOWS	48,689.85	100%
OUTFLOWS		
Fed/State tax w/h, salary	2,835.40	5.53%
Service charge	30.00	0.06%
Wells Fargo Payroll service	248.65	0.49%
Payment to affiliates	11,744.03	22.92%
Attorney	2,802.00	5.47%
Duplicating and printing	220.13	0.43%
Medical employee benefit	984.33	1.92%
Insurance	645.00	1.26%
Meeting costs	4,632.85	9.04%
Office supplies	764.61	1.49%
Postage	75.06	0.15%
Salary	7,773.42	15.17%
Hourly employee(s)	18,441.90	35.99%
Telephone	44.60	0.09%
TOTAL OUTFLOWS	51,241.98	100%
OVERALL TOTAL	-2,552.13	100%